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AGREEMENT FORM - EJCDC STIPULATED SUM (SINGLE-PRIME CONTRACT)

THIS AGREEMENT is by and between the City of Durham (Owner), a North Carolina municipal corporation, and Crowder Construction Company (Contractor).

The City of Durham and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

1.1 WORK

A. Contractor shall complete all Work as specified or indicated in the Contract Documents including Bid Alternate A. The Work is generally described as follows:

1. Contract II, Section 1 – Brown WTP Upgrade and Expansion. The work at the Brown WTP includes an expansion from 30 mgd to 42 mgd and includes the following upgrades:
 - A new Administration Building
 - Upgrades to the existing Operations Building
 - A new Chemical Feed and Storage Building to house new ferric sulfate, zinc orthophosphate, and sodium permanganate feed systems
 - One new 26-mgd raw water pump
 - A new 12-mgd Basin & Filter Complex for Trains 8 and 9, including one static mixer, two flocculation basins, two sedimentation basins, and two filters
 - Upgrades to the existing Basin & Filter Complex for Trains 5 thru 7 including structural modifications, a new static mixer, new isolation gates, new effluent launders, new filter media, and upgrades to the filter piping.
 - A new 1.4 MG Chlorine Contact Basin
 - Upgrades to the existing sodium hydroxide, hydrofluorosilic acid, and sodium hypochlorite feed systems
 - A new sample system
 - New 2,500 kW generator and paralleling switchgear
 - Demolition of four existing sedimentation basins, lime silos, generator, process piping, chemical feed equipment, building mechanical systems, electrical equipment, and other miscellaneous demolition
 - New bulk-bag, powdered activated carbon feed equipment located at Lake Michie and the Little River Reservoir
 - Instrumentation improvements including a new Supervisory Control and Data Acquisition (SCADA) System
 - Electrical system improvements
 - Sitework

2. Contract II, Section 2 – Williams WTP Upgrade. The work at the Williams WTP includes the following upgrades:

- Upgrades to the existing filters including new filter influent channel mixers, new filter media, and upgrades to the filter piping.
- Modifications to the existing 1.1 MG West Clearwell
- Upgrades to the existing ferric sulfate, hydrofluorosilic acid, and zinc orthophosphate feed systems
- Upgrades to the existing sample system
- Demolition of lime silos, generator, process piping, chemical feed equipment, electrical equipment, and other miscellaneous demolition
- Renovation of abandoned filters into an Administrative Area
- Instrumentation improvements including a new Supervisory Control and Data Acquisition (SCADA) System
- Sitework

1.2 THE PROJECT

- A. The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:
Project: Water Treatment Regulatory Compliance Contract II –Brown and Williams WTP Upgrade and Expansion
- B. Listed below are the Sites, in order of priority, that the Contractor may be instructed to complete construction under this Contract.

Site: Brown Water Treatment Plant, 1615 Infinity Rd., Durham, NC.
Williams Water Treatment Plant, 1405 Hillandale Rd., Durham, NC.

1.3 ENGINEER

- A. The Project has been designed by **Black & Veatch International Company**, who is to act as the City of Durham's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

1.4 CONTRACT TIMES

- A. Time of the Essence
1. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- B. Days to Achieve Substantial Completion and Final Payment
1. The Work shall be substantially completed with all Work associated with the Williams WTP by July 31, 2018. All work at the Williams WTP will be completed by September 30, 2018.

2. All Work shall be substantially completed within 840 days after the date when the Contract Times commence to run (Notice to Proceed) as provided in Paragraph 2.03 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions within 900 days after the date when the Contract Times commence to run (Notice to Proceed).

C. Liquidated Damages

1. Contractor and the City of Durham recognize that time is of the essence of this Agreement and that the City of Durham will suffer financial loss if the Work is not completed within the times specified in Paragraph 1.4.B.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the City of Durham if the Work is not completed on time. Accordingly, instead of requiring any such proof, the City of Durham and the Contractor agree that as liquidated damages for the delay (but not as a penalty), Contractor shall pay the City of Durham the following amounts for each day that expires after the time specified in Paragraph 1.4.B.1 for Substantial Completion until the Work is substantially complete.

Phase of Work

(as described in the Construction Sequencing
Section)

Liquidated Damages
(\$/day)

Phase 2 – Williams WTP Upgrades

\$2,000

All Phases of Work

\$3,000

2. After Substantial Completion of Phase 2 – Williams WTP, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Date or any proper extension thereof granted by the City of Durham, Contractor shall pay the City of Durham \$1,000 thousand dollars (\$1,000.00) for each day that expires after the time specified in Paragraph 1.4.B.1 for completion until the Work is completed and ready for final payment.
3. After Substantial Completion of all work, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by the City of Durham, Contractor shall pay the City of Durham \$2,000 thousand dollars (\$2,000.00) for each day that expires after the time specified in Paragraph 1.4.B.1 for completion and readiness for final payment until the Work is completed and ready for final payment.
4. Failure of the Contractor to commence construction within ten (10) days of the Notice to Proceed shall begin a daily penalty to the Contractor at a rate of fifty percent (50%) of the daily liquidated damages specified in Paragraph 1.4.C.1.

D. Weather Related Delays

1. The Contractor may request for an extension of Contract Times for delays related to adverse weather as described in the Construction Scheduling Section.

1.5 CONTRACT PRICE

- A. The City of Durham shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amount determined pursuant to Paragraphs 1.5.A.1 and 1.5.A.2 below:

1. For all Work other than Unit Price Work, a Lump Sum of:

Fifty-seven million, fifty seven thousand dollars and zero cents (words),
(\$57,057,000.00 (numerals))

All specific cash allowances are included in the above price and have been computed in accordance with Paragraph 11.02 of the General Conditions.

1.6 PAYMENT PROCEDURES

- A. Submittal and Processing of Payments

1. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

- B. Progress Payments; Retainage

1. The City of Durham shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraphs 1.6.B.1.a through 1.6.B.1.e below. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements:
- a. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amount as Engineer may determine or the City of Durham may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.
- b. The City of Durham will retain five (5) percent of the amount of each estimate until Work covered by the Contract is fifty percent (50%) complete. If after the Project is deemed fifty percent (50%) complete based upon the Contractor's gross Project invoices, excluding the value of materials stored on and off-site, and the Contractor provides the City and the Engineer the following:
- 1) Written verification evidencing fifty percent (50%) completion of the Project; and,
- 2) Written consent of the surety named in the Project performance and payment bonds agreeing that the City shall not retain any further retainage from periodic payments due to the Contractor; the City shall cease holding retainage from future periodic payments if the City finds that the Contractor is performing satisfactorily, and any

nonconforming Work identified in writing by the Engineer or City (prior to the point of fifty percent (50%) Project completion) has been corrected by the Contractor and accepted by the Engineer or City, whoever provided such prior notice of nonconforming Work. If, however, the City determines the Contractor's performance is unsatisfactory, the City may reinstate the specified retainage for each subsequent periodic payment. Notwithstanding anything to the contrary, City may assess retainage after fifty percent (50%) project completion, even if the Contractor has complied with Paragraphs 1.6.B.1.b.1 and 1.6.B.1.b.2 (above) and continues to perform satisfactorily as necessary to retain two and one-half percent (2.5%) total retainage through the completion of the Project.

- c. If by or before the Project is deemed fifty percent (50%) complete and one hundred percent (100%) performance has been completed for the following "early" finishing trades: (1) structural steel; (2) piling; (3) caisson; or (4) demolition; and after receipt by the City of Durham of an approval or certificate from the Engineer that such early finishing Work is acceptable and in accordance with the Contract Documents, and after the Contractor provides City of Durham and the Engineer the following:
 - 1) The early finishing trade Subcontractor's written request for such payment; and,
 - 2) Written consent of the surety named in the Project performance and payment bonds agreeing that the City of Durham shall make such early finishing trade payment;the City of Durham shall make full payment to the Contractor for said one hundred percent (100%) completed early finishing trade Work less retainage of five-tenths percent (0.5%) (of the early finishing trade contract) upon the later occurrence of the following:
 - 1) Sixty (60) days receipt of said early finishing trade Subcontractor's written request; or,
- d. Immediately upon receipt of said written consent of the surety. Notwithstanding any of the retainage provisions described herein, there shall be no retainage on periodic or final payments for Contracts having a total project cost less than \$100,000.00, and, in addition to the retainage amounts allowed to be held by the City of Durham, the City shall also retain all rights allowed under this Agreement to withhold payment to the Contractor in accordance with Article 14 of the General Conditions and for unsatisfactory job progress, defective or nonconforming construction not remedied, disputed Work, or third-party claims filed against the City of Durham or reasonable evidence that a third-party claim will be filed.
- e. Within sixty (60) days of receipt by City of (1) an Application for Payment and (2) written consent of the surety, and after City has either (1) received a certificate of Substantial Completion or (2) received beneficial occupancy or use of the Project (if applicable), the City of Durham shall pay an amount sufficient to increase total payment to Contractor to the Contract Price, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions, including up to two hundred fifty percent (250%) of

Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

C. Final Payment

1. Prior to issuing final payment, the Contractor will furnish to the City of Durham certification that: All Subcontractors and vendors associated with this Contract have been paid; no liens and/or lawsuits have been placed against the Contractor for this Work; and the total dollar amount has been paid to all Subcontractors, Suppliers, and others associated with this project.
2. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, the City of Durham shall pay the remainder of the Contract price as recommended by Engineer as provided in said Paragraph 14.07.

1.7 (NOT USED)

1.8 CONTRACTOR'S REPRESENTATIONS

A. In order to induce the City of Durham to enter into this Agreement Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
2. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied all:
 - a. Reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in Paragraph 4.02 of the General Conditions; and
 - b. Reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in Paragraph 4.06 of the General Conditions.
5. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional and supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents, and safety precautions and programs incident thereto.
6. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work

- at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
7. Contractor is aware of the general nature of work to be performed by the City of Durham and others at the Site that relates to the Work as indicated in the Contract Documents.
 8. Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

1.9 CONTRACT DOCUMENTS

A. Contents

1. The Contract Documents consist of the following:
 - a. This Agreement (pages 1 to 14 inclusive).
 - b. Performance and Payment bonds (pages 1 to , inclusive).
 - c. Other Bonds [NONE]
 - d. General Conditions (pages 00700-1 to 00700-54, inclusive) contained in the Project Manual title “Brown and Williams WTP Upgrades and Expansion ” dated February 2016 (hereinafter, “Project Manual”).
 - e. Technical Specifications as listed in the table of contents of the Project Manual.
 - f. Drawings consisting of 351 sheets plus the Cover, with each sheet bearing the following general title: Contract II – Section 1, Brown WTP Upgrade and Expansion and as listed Sheet G-1 General Sheet List within said drawings.
 - g. Drawings consisting of 134 sheets plus the Cover, with each sheet bearing the following general title: Contract II – Section 2, Williams WTP Upgrade and as listed Sheet G-1 General Sheet List within said drawings.
 - h. Addenda (numbers 1 to 3, inclusive).
 - i. Exhibits to this Agreement (enumerated as follows):
 - 1) Contractor’s Bid (pages 004113-1 to 004113-14, inclusive)
 - 2) Contract Certificates of Liability/Insurance (pages 1 to , inclusive).
 - 3) City of Durham, Certificate of Finance Officer (see signature page).
 - 4) Non-Collusion Statement by Contractor (pages 1 to 1, inclusive).
 - 5) Documentation submitted by Contractor prior to Notice of Award (pages _____ to , inclusive).

- j. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - 1) Notice to Proceed.
 - 2) Work Change Directives.
 - 3) Change Order(s).
- B. The documents listed in Paragraph 1.9.A.1 are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Paragraph 1.9.A.1.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in Paragraph 3.04 of the General Conditions.
- E. Coordination of General Conditions, Supplementary Conditions, Agreement, and Technical Specifications
 - 1. All components of the Contract Documents are essential elements of the Contract between the Owner and Contractor, and notwithstanding the requirements of [Paragraph 3.03] of the General Conditions, in case of a conflict or contradiction among the General Conditions (including Supplementary Conditions), Agreement, and Technical Specifications, the following shall be the order of controlling authority as among these documents: The Technical Specifications shall control over the Agreement and the Agreement shall control over the General Conditions (including Supplementary Conditions).

1.10 MISCELLANEOUS

- A. Terms
 - 1. Terms used in this Agreement will have the meanings stated in the General Conditions.
- B. Assignment of Contract
 - 1. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- C. Successors and Assigns
 - 1. The City of Durham and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- D. Severability

1. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City of Durham and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- E. Notices and Communications
1. All notices and other communications required or permitted by Contract shall be in writing and shall be given by personal delivery, fax, or certified United States mail (return receipt requested) addressed/faxed as follows:

To the City of Durham (Owner):
Attention: Donald F. Greeley, P.E.,P.L.S.
City of Durham
Department of Water Management
101 City Hall Plaza
Durham, North Carolina 27701
Fax: (919) 560-4479

To the Contractor:
Attention: Carlos W. Norris
Crowder Construction Company
1111 Burma Drive
Apex, North Carolina 27539
Fax Number 919-367-2097
 2. A change of address, fax number, or person to receive notices or communications may be made by either party by notice given to the other party. Any notices or communications under Contract shall be deemed given at the time of actual delivery, if it is personally delivered or faxed. If the notices or communications are sent by United States mail, it shall be deemed given upon the third calendar day following the day on which the notices or communications were postmarked, or upon actual delivery, whichever first occurs.
- F. Other Provisions
- G. Technical Data and Other Work
1. The following reports of explorations and tests of subsurface conditions at the site shall be considered technical data on which the Contractor may rely.
 - a. A geotechnical report titled “Geotechnical Subsurface Exploration Report, Brown Water Treatment Plant Upgrade and Expansion, Durham County, North Carolina”, dated November 2010, and prepared by Falcon Engineering, Inc.
 2. The following Subsurface Utility Engineering reports at the site shall be considered technical data on which the Contractor may rely.

- a. Subsurface Utility Engineering (SUE) test hole reports prepared by CH Engineering and dated on May 10, 2010.
3. The following Subsurface Utility Engineering reports at the site shall be considered technical data on which the Contractor may rely.
 - a. Drawings dated January 2008, prepared by Hazen and Sawyer, and titled “City of Durham, North Carolina, Reliability Improvements at the Little River Dam and Brown Water Treatment Plant”, consisting of 24 sheets.
 - b. Drawings dated July 2001, prepared by Hazen and Sawyer, and titled “City of Durham, North Carolina, Brown Water Treatment Plant, Williams Water Treatment Plant, Chemical Feed and Raw Water Pump Improvements”, consisting of 41 sheets.
 - c. Drawings dated January 2001, prepared by Hazen and Sawyer, and titled “City of Durham, North Carolina, Brown Water Treatment Plant, Williams Water Treatment Plant, Chemical Improvements, Record Drawings”, consisting of 58 sheets.
 - d. Drawings dated September 1998, and stamped as Record Drawings in June 2003, prepared by Environmental Engineering and Technology, Inc., and titled “Environmental Resources Department, City of Durham, North Carolina, Williams Water Treatment Plant, Rehabilitation, Phase IV”, consisting of 103 sheets.
 - e. Drawings dated December 1992 Record Set, prepared by Camp, Dresser, & McKee, and titled “City of Durham, North Carolina, Brown Water Treatment Plant Expansion”, consisting of 103 sheets.
 - f. Drawings dated July 1988, and stamped as Record Drawings in February 1990, prepared by Environmental Engineering and Technology, Inc., and titled “Department of Water Resources, City of Durham, North Carolina, Improvements to Williams Water Treatment Plant, Rapid Mix and Flocculation Facilities”, consisting of 15 sheets.
 - g. Drawings dated June 1987, and stamped as Record Drawings in December 1988, prepared by Environmental Engineering and Technology, Inc., and titled “Department of Water Resources, City of Durham, North Carolina, Improvements to Williams Water Treatment Plant, Filter Media and Underdrain”, consisting of 23 sheets.
 - h. Drawings dated 1984 and revised following construction in October 1988, prepared by Hazen and Sawyer, and titled “City of Durham, North Carolina, Department of Water Resources, Little River Dam and Reservoir, Dam Pump Station and Related Facilities”, consisting of 83 sheets.
 - i. Drawings dated 1976 and revised following construction in June 1983, prepared by WM Piatt and Company, and titled “Durham, N. C., Waterworks Improvements, Water Treatment Plant”, consisting of 10 sheets.
 - j. Drawings dated 1976 and revised following construction in October 1980, prepared by WM Piatt and Company, and titled “Durham, N. C., Waterworks Improvements, Raw Water Reservoir”, consisting of 61 sheets.
4. The following reports of hazardous environmental conditions at the site shall be considered technical data on which the Contractor may rely.

- a. A report prepared by NFE Technologies, Inc., dated August 24, 2010, and titled “Asbestos and Lead Paint Inspection Report for Portions of Williams Water Treatment Plant Durham, North Carolina”.
 - b. A report prepared by Falcon Engineering Inc., dated May 24, 2010, titled “Limited Environmental Investigation, City of Durham, Brown Water Treatment Plant Facility, Durham, North Carolina, Falcon PN: G9010.00”.
 5. Other Work
 - a. Work related to the Brown WTP and/or Williams WTP may be in the process of being performed by others during the course of this project. Contractor shall work within the limits of disturbance as indicated in the Drawings, and coordinate work with other contractor(s) in order to prevent delay to either party.
- H. Contractor’s Liability Insurance
 1. Workers compensation insurance shall cover employers’ liability, \$1,000,000.
 2. Automobile liability insurance shall have a combined single limit not less than \$1,000,000 per occurrence; aggregate limit not less than \$2,000,000 per year.
 3. The policies of insurance required by Paragraph 5.04 of the General Conditions shall have a combined single limit not less than \$1,000,000 per occurrence; aggregate limit not less than \$2,000,000 per year.
 4. Professional liability insurance coverage self-insured retentions/deductibles in excess of \$10,000 must be approved by the City Finance Director.
 5. Professional liability insurance coverage shall have a combined single limit not less than \$2,000,000 per claim applicable to this Contract.
- I. E-Verify Requirements.
 - a. If this contract is awarded pursuant to North Carolina General Statutes (NCGS) 143-129 –
 - i. the contractor represents and covenants that the contractor and its subcontractors comply with the requirements of Article 2 of Chapter 64 of the NCGS;
 - ii. the words "contractor," "contractor’s subcontractors," and "comply" as used in this subsection (a) shall have the meanings intended by NCGS 143-129(j); and
 - iii. the City is relying on this subsection (a) in entering into this contract.
 - b. If this contract is subject to NCGS 143-133.3, the contractor and its subcontractors shall comply with the requirements of Article 2 of Chapter 64 of the NCGS.”
- J. Iran Divestment Act Certification.
 1. The person entering into this contract with the City of Durham (“Contractor”) certifies that, if it submitted a bid for this contract, then as of the date it submitted the successful bid, the Contractor was not on the Final Divestment List. If it did not submit a bid for this contract, the Contractor certifies that as of the date that this contract is entered into, the Contractor is not on the Final Divestment List. The List is issued by the N.C. State Treasurer to comply with G. S 147-86.58 of the N.C. Iran Divestment Act. This Iran Divestment Act Certification section

CONTRACT: WTP Upgrade and Expansion 2015
PROJECT: Contract II –WTP Upgrade and Expansion
DATE: June 20, 2016

DEPARTMENT OF WATER MANAGEMENT
CITY OF DURHAM, NORTH CAROLINA

applies only if this contract is for goods or services. The Contractor shall not utilize on this contract any subcontractor that is identified on the List.

CONTRACT: WTP Upgrade and Expansion 2015
PROJECT: Contract II –WTP Upgrade and Expansion
DATE: June 20, 2016

DEPARTMENT OF WATER MANAGEMENT
CITY OF DURHAM, NORTH CAROLINA

CERTIFICATE OF FINANCE OFFICER

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

This day of,

.....
FINANCE OFFICE, CITY OF DURHAM

NON-COLLUSION STATEMENT BY CONTRACTOR

The City of Durham prohibits collusion, which is defined as a secret agreement for a deceitful or fraudulent purpose.

I,, affirm that I have not engaged in collusion with any City employee(s), other person, corporations, or firms relating to this Bid, proposals, or quotations. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.

.....
CONTRACTOR

CONTRACT: WTP Upgrade and Expansion 2015
PROJECT: Contract II –WTP Upgrade and Expansion
DATE: June 20, 2016

DEPARTMENT OF WATER MANAGEMENT
CITY OF DURHAM, NORTH CAROLINA

IN TESTIMONY WHEREOF, the City of Durham has caused these presents to be signed in its name by the City Manager or the Deputy City Manager and its corporate seal to be hereto affixed and attested by the City Clerk, all by order of the City Council and the City of Durham; and the Contractor's officers, having been duly authorized by resolution of its Board of Directors, hereby execute this Contract under the seal of and on behalf of Contractor.

IN WITNESS WHEREOF, the City of Durham and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to the City of Durham and the Contractor. All portions of the Contract Documents have been signed or identified by the City of Durham and Contractor or on their behalf.

This Agreement will be effect on [date, year] (which is the Effective Date of the Agreement).

OWNER:

CONTRACTOR (CORPORATION):

CITY OF DURHAM

.....

By:

By:

CITY MANAGER or
DEPUTY CITY MANAGER

Title:

(CORPORATE SEAL)

(CORPORATE SEAL)

Attest:

Attest:

CITY CLERK

Title:

(CORPORATE SEAL)

(CORPORATE SEAL)

Address for giving notices:

Address for giving notices:

Attention: Donald F. Greeley, Director
City of Durham
Department of Water Management
101 City Hall Plaza
Durham, North Carolina 27701

.....
.....
.....

Phone No.: (919) 560-4382

Phone No.:

Fax No.: (919) 560-4479

Fax No.:

License No.:

Agent for service or process:

.....
(If Contractor is a corporation or partnership,
attach evidence of authority to sign.)

CONTRACT: WTP Upgrade and Expansion 2015
PROJECT: Contract II –WTP Upgrade and Expansion
DATE: June 20, 2016

DEPARTMENT OF WATER MANAGEMENT
CITY OF DURHAM, NORTH CAROLINA

NORTH CAROLINA

ACKNOWLEDGMENT BY CITY OF DURHAM

COUNTY of

I, a Notary Public in and for the aforesaid County and State certify that
personally appeared before me this day, and acknowledged that he or she is the City
Clerk of the City of Durham, a municipal corporation, and that by authority duly given and as the act of
the City, the foregoing contract or agreement was signed in its corporate name by its
City Manager, sealed with its corporate seal, and attested by its said City Clerk or Deputy City Clerk.
This the day of, 20.....

.....
Notary Public

My commission expires:
.....

NORTH CAROLINA

ACKNOWLEDGMENT BY CONTRACTOR

COUNTY of

I, a Notary Public in and for the aforesaid County and State certify that
personally appeared before me this day, and acknowledged that he or she is the of the
....., a, and that by authority duly given and as the act of the
....., the foregoing contract or agreement was signed in its corporate name by its
....., sealed with its corporate seal, and attested by its said
This the day of, 20.....

.....
Notary Public

My commission expires:
.....

END OF DOCUMENT